

HEARING DATE AND TIME: November 6, 2009 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: November 2, 2009 at 4:00 p.m. (Eastern Time)

**IF YOU HAVE RECEIVED THIS NOTICE AND ARE A
CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH
THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED
TO THE MOTION (AS DEFINED BELOW), TO DETERMINE IF THE
MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.**

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Joseph H. Smolinsky
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Attorneys for Debtors and
Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**NOTICE OF DEBTORS' EIGHTH OMNIBUS MOTION PURSUANT
TO 11 U.S.C. § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

PLEASE TAKE NOTICE THAT:

PLEASE TAKE NOTICE that upon the annexed motion, dated October 23, 2009 (the "**Motion**"), of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession (collectively, the "**Debtors**"), for an order, pursuant to section 365, of title 11, United States Code to reject certain executory contracts (collectively, the "**Executory Contracts**") and unexpired leases of nonresidential real property (and related

subleases) (collectively, the “**Leases**”), as more fully set forth in the Motion, a hearing will be held before the Honorable Robert E. Gerber, United States Bankruptcy Judge, in Room 621 of the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004, on **November 6, 2009 at 9:45 a.m. (Eastern Time)**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, and shall be filed with the Bankruptcy Court (a) electronically in accordance with General Order M-242 (which can be found at www.nysb.uscourts.gov) by registered users of the Bankruptcy Court’s filing system, and (b) by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), in accordance with General Order M-182 (which can be found at www.nysb.uscourts.gov), and served in accordance with General Order M-242, and on (i) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (ii) the Debtors, c/o Motors Liquidation Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Ted Stenger); (iii) General Motors Company, 300 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, DC 20220 (Attn: Matthew Feldman, Esq.); (vi) Vedder Price, P.C., attorneys for Export Development Canada,

1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.); (vii) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Adam C. Rogoff, Esq., Robert T. Schmidt, Esq., and Amy Caton, Esq.); (xii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.); and (xiii) the U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Matthew L. Schwartz, Esq.), so as to be received no later than **November 2, 2009, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**").

If no objections are timely filed and served with respect to the Motion, the Debtors may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered with no further notice or opportunity to be heard offered to any party.

Dated: New York, New York
October 23, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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HEARING DATE AND TIME: November 6, 2009 at 9:45 a.m. (Eastern Time)
OBJECTION DEADLINE: November 2, 2009 at 4:00 p.m. (Eastern Time)

IF YOU HAVE RECEIVED THIS MOTION AND ARE A CONTRACT-COUNTERPARTY TO AN AGREEMENT WITH THE DEBTORS, PLEASE REVIEW EXHIBIT A, ATTACHED HERETO, TO DETERMINE IF THIS MOTION AFFECTS YOUR AGREEMENT AND YOUR RIGHTS THEREUNDER.

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i> ,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X	:	

**DEBTORS' EIGHTH OMNIBUS MOTION PURSUANT
TO 11 U.S.C § 365 TO REJECT CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Motors Liquidation Company (f/k/a General Motors Corporation) and its
affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively,
the “**Debtors**”), respectfully represent:

Relief Requested

1. Pursuant to section 365(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors request authorization to reject certain executory contracts (the “**Executory Contracts**”) and unexpired leases (and related subleases) of nonresidential real property (collectively, the “**Leases**”). A list identifying and describing the affected Executory Contracts and Leases is attached hereto as **Exhibit A**. A proposed form of order (the “**Order**”) is attached hereto as **Exhibit B**.

2. The Debtors’ request that the rejection of the Executory Contracts and Leases be effective as of October 31, 2009.

Jurisdiction

3. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

4. On June 1, 2009, the Debtors filed a motion (the “**Sale Motion**”), requesting, *inter alia*, an order (the “**Sale Order**”), pursuant to 11 U.S.C. §§ 105, 363(b), (f), and (m), and 365, authorizing and approving (i) the sale of substantially all of the Debtors’ assets pursuant to a proposed Master Sale and Purchase Agreement and related agreements (the “**MPA**”) among the Debtors and NGMCO, Inc. (n/k/a General Motors Company) (“**New GM**”), a purchaser sponsored by the United States Department of the Treasury (the “**U.S. Treasury**”), free and clear of liens, claims, encumbrances, and other interests, (ii) the assumption and assignment of certain executory contracts and unexpired leases of personal property and of

nonresidential real property, and (iii) the approval of the UAW Retiree Settlement Agreement, subject to higher or better offers (the “**363 Transaction**”).

5. On July 5, 2009, the Court approved the 363 Transaction and entered the Sale Order, and on July 10, 2009, the 363 Transaction closed. Accordingly, the Debtors no longer operate as manufacturers of any GM branded motor vehicles, nor do they retain the rights to use GM trademarks in the wind-down of their business. All such manufacturing operations and trademark rights have been sold to New GM pursuant to the 363 Transaction.

The Executory Contracts and the Leases

6. The Debtors are currently undergoing a comprehensive review of their executory contracts and unexpired leases of nonresidential real property to determine which contracts and leases to assume and which to reject. Because the Debtors have sold substantially all of their assets in the 363 Transaction and are now winding down their remaining operations, the Debtors no longer require certain executory contracts and unexpired leases and will seek to reject those contracts and leases that provide no meaningful value or benefit to the Debtors’ estates. The Debtors have reviewed the Executory Contracts and Leases that are the subject of this Motion and have determined, in the exercise of their sound business judgment, that continuing the Executory Contracts and Leases would be burdensome and would provide no corresponding benefit or utility to the Debtors or their estates.

7. The Executory Contracts include: (1) mobile equipment leases relating to machinery that is no longer being utilized by the Debtors, and (2) various purchase and sale agreements which include remaining indemnity obligations. The Leases include: (1) an office park lease (and related subleases) for space the Debtors have vacated and no longer need for their continuing business operations, (2) a warehouse lease for storage space that has been

consolidated in other warehouses and is no longer needed by the Debtors, and (3) a lease relating to a childcare center that is no longer being utilized by employees of the Debtors. After reviewing the Executory Contracts and Leases, New GM elected not to take assignment of any of the Executory Contracts or Leases.

8. The Debtors' primary business purpose at this stage in their chapter 11 cases is to liquidate the assets remaining following the close of the 363 Transaction in an efficient and cost-effective manner to maximize the value of the recovery for their creditors. The Executory Contracts and Leases are not necessary for the Debtors' continuing business operations or the administration of the Debtors' estates, and maintaining the Executory Contracts and the Leases would impose unnecessary costs and burdens on the Debtors' estates. The Debtors have also explored the possibility of marketing the Executory Contracts and Leases, but have determined that doing so would provide no meaningful benefit or value to the Debtors' estates. Accordingly, the Debtors submit this Motion to reject the Executory Contracts and Leases.

Rejection of the Executory Contracts and Leases is Supported by the Debtors' Business Judgment and Should Be Approved by the Court

9. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *see also In re Lavigne*, 114 F.3d 379, 386 (2d Cir. 1997). "[T]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.' " *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994).

10. Courts defer to a debtor's business judgment in rejecting an executory contract or unexpired lease, and upon finding that a debtor has exercised its sound business judgment, approve the rejection under section 365(a) of the Bankruptcy Code. *See Bildisco & Bildisco*, 465 U.S. at 523 (recognizing the "business judgment" standard used to approve rejection of executory contracts and unexpired leases); *Nostas Assocs. v. Costich (In re Klein Sleep Products, Inc.)*, 78 F.3d 18, 25 (2d Cir. 1996) (recognizing the "business judgment" standard used to approve rejection of executory contracts); *In re Mingos*, 602 F.2d 38, 42–43 (2d Cir. 1979) (holding that the "business judgment" test is appropriate for determining when an executory contract can be rejected); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff'd*, 187 B.R. 111 (S.D.N.Y. 1995) (approving rejection of license by debtor because such rejection satisfied the "business judgment" test); *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992) (stating that a debtor may assume or reject an unexpired lease under § 365(a) in the exercise of its "business judgment").

11. The "business judgment" standard is not a strict standard; it requires only a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *See In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 1996) ("To meet the business judgment test, the debtor in possession must 'establish that rejection will benefit the estate.' ") (citation omitted); *In re Balco Equities, Inc.*, 323 B.R. 85, 99 (Bankr. S.D.N.Y. 2005) ("In determining whether the debtor has employed reasonable business discretion, the court for the most part must only determine that the rejection will likely benefit the estate.") (quoting *G Survivor*, 171 B.R. at 757)). Further, under the business judgment standard, "[a] debtor's decision to reject an executory contract must be summary affirmed unless

it is the product of ‘bad faith, or whim or caprice’ ” *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001).

12. In addition, section 365(h) of the Bankruptcy Code, which provides protections to lessees when a debtor lessor rejects an unexpired lease of real property, does not afford any protection to subtenant counterparties because applicable nonbankruptcy law “in all jurisdictions provides that a subtenant’s estate depends entirely for its existence and continuation upon the estate created by the prime lease. If the prime lease terminates for any reason, the sublease will immediately fail.” See BRENT C. SHAFFER, *THE SUBLEASE AND ASSIGNMENT DESKBOOK: LEGAL ISSUES, FORMS, AND DRAFTING TECHNIQUES FOR COMMERCIAL LEASE TRANSFERS* 144 (2006) (citing *231 Centre Street Associates v. Post Bros. Service Stations, Inc.*, 252 A.D.2d 406 (N.Y. App. Div. 1998); *Syufy Enterprises v. City of Oakland*, 104 Cal. App. 4th 869 (Cal. Ct. App. 2002), *rehearing denied* (Jan. 21, 2003), *review denied* (Mar. 19, 2003)).

13. As noted above, the Debtors have reviewed the Executory Contracts and Leases and have determined that in light of the sale of substantially all of the Debtors’ assets and subsequent wind-down, the Executory Contracts and Leases are no longer necessary for or beneficial to the Debtors’ ongoing business, and create unnecessary and burdensome expenses for the Debtors’ estates. In addition, the Debtors have determined that no meaningful value would be realized by the Debtors if the Executory Contracts or Leases were assumed and assigned to third parties. Accordingly, the Executory Contracts and Leases should be rejected.

Notice

14. Notice of this Motion has been provided to (1) all counterparties to the Executory Contracts and Leases and (2) parties in interest in accordance with the Order Pursuant to 11 U.S.C. § 105(a) and Fed. R. Bankr. P. 1015(c) and 9007 Establishing Notice and Case

Management Procedures, dated August 3, 2009 [Docket No.3629]. The Debtors submit that such notice is sufficient and no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court enter an order granting the relief requested herein and such other and further relief as is just and proper.

Dated: New York, New York
October 23, 2009

/s/ Joseph H. Smolinsky

Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

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767 Fifth Avenue
New York, New York 10153
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Exhibit A

Executory Contracts and Unexpired Leases of Nonresidential Real Property

EXECUTORY CONTRACTS						
	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
1	CIT Leasing	Atel Equipment Corp Attn: Russell H. Wilder, CLP 600 California Street 6th Floor San Francisco, CA 94108	N/A	Mobile Equipment Lease, No. 416	11/1/2001	10/31/2009
2	CIT Leasing	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	N/A	Mobile Equipment Lease, No. 487	1/1/2002	10/31/2009
3	CIT Leasing	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48303	N/A	Mobile Equipment Lease, No. 2	7/1/2000	10/31/2009
4	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	N/A	Mobile Equipment Lease, No. 737	10/1/2003	10/31/2009
5	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48303	N/A	Mobile Equipment Lease, No. 298	5/1/2001	10/31/2009
6	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48304	N/A	Mobile Equipment Lease, No. 348	7/1/2001	10/31/2009
7	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48305	N/A	Mobile Equipment Lease, No. 343	7/1/2001	10/31/2009
8	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48306	N/A	Mobile Equipment Lease, No. 270	3/1/2001	10/31/2009
9	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48307	N/A	Mobile Equipment Lease, No. 708	1/1/2002	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
10	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48308	N/A	Mobile Equipment Lease, No. 296	4/1/2001	10/31/2009
11	Connell Equipment Leasing Company	Connell Equipment Leasing, Attn: Linda Sorkin 200 Connell Dr. 4th Floor Berkely Heights, NJ 07922	N/A	Mobile Equipment Lease, No. 52	2/1/2005	10/31/2009
12	Connell Equipment Leasing Company	Connell Equipment Leasing, Attn: Linda Sorkin 200 Connell Dr. 4th Floor Berkely Heights, NJ 07923	N/A	Mobile Equipment Lease, No. 13	12/1/1999	10/31/2009
13	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive, Detroit, MI 48239-4001	N/A	Indemnification Agreement	12/13/1998	10/31/2009
14	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive, Detroit, MI 48239-4001	N/A	Sales Agreement	10/31/1988	10/31/2009
15	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive, Detroit, MI 48239-4001	N/A	Indemnification Agreement	10/31/1988	10/31/2009
16	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	N/A	Mobile Equipment Lease, No. 1232	6/1/1999	10/31/2009
17	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80121	N/A	Mobile Equipment Lease, No. 1158	7/1/2008	10/31/2009
18	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor, Mail Stop IH2800 Chicago, IL 60680	N/A	Mobile Equipment Lease, No. 1193	8/1/1999	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
19	First American Capital	Republic Financial c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	N/A	Mobile Equipment Lease, No. 1540	2/1/2006	10/31/2009
20	First American Capital	Republic Financial c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48382	N/A	Mobile Equipment Lease, No. 1492	2/1/2000	10/31/2009
21	First American Capital	Republic Financial c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48383	N/A	Mobile Equipment Lease, No. 842	8/1/1998	10/31/2009
22	First American Capital	Summit Funding Group Attn: Carl Zwilling One Northlake Place 11500 Northlake Dr., Suite 300 Cincinnati, OH 45249	N/A	Mobile Equipment Lease, No. SPO 199	12/1/1999	10/31/2009
23	First American Capital	Summit Funding Group Attn: Carl Zwilling One Northlake Place 11500 Northlake Dr., Suite 300 Cincinnati, OH 45250	N/A	Mobile Equipment Lease, No. 1445	11/1/1999	10/31/2009
24	First American Capital	Wells Fargo Equipment Finance Inc. c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	N/A	Mobile Equipment Lease, No. 1367	9/1/1999	10/31/2009
25	First American Capital	Wells Fargo Equipment Finance Inc. c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48382	N/A	Mobile Equipment Lease, No. 1613	4/1/2000	10/31/2009
26	First American Capital	Wells Fargo Equipment Finance Inc. c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48383	N/A	Mobile Equipment Lease, No. 1412	4/1/2000	10/31/2009
27	Linden Development Company LLC	Linden Development Company LLC Attn: Legal Department 5600 Blazer Parkway, Suite 100 Dublin, OH 43017	N/A	Purchase and Sale Agreement	12/19/2007	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
28	Pacific Rim Capital, INC	Pacific Rim Capital Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	N/A	Mobile Equipment Lease, No. 143	4/1/2004	10/31/2009
29	Pacific Rim Capital, INC	Relational Technology Solutions Attn: Renee Rogers 3701 Algonquin Road, Suite 600 Rolling Meadows, IL 60008	N/A	Mobile Equipment Lease, No. 89	11/1/2003	10/31/2009
30	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	N/A	Mobile Equipment Lease, No. 571	8/1/2002	10/31/2009
31	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06902	N/A	Mobile Equipment Lease, No. 661	11/1/2002	10/31/2009
32	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06903	N/A	Mobile Equipment Lease, No. 554	6/1/2002	10/31/2009
33	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06904	N/A	Mobile Equipment Lease, No. 620	10/1/2002	10/31/2009
34	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06905	N/A	Mobile Equipment Lease, No. 411	6/1/2002	10/31/2009
<u>LEASES</u>						
	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
1	Berkeley Business Park Associates II, L.C.	Berkeley Business Park Associates II, L.C. Attn: Legal Department 1057 Martinsburg Pike P.O. Box 2530 Winchester, VA 22603-5409	891 Autoparts Place Martinsburg, West Virginia	Restated Memorandum of Lease	11/15/2005	10/31/2009
2	Berkeley Business Park Associates II, L.C.	Berkeley Business Park Associates II, L.C. Attn: Legal Department 1057 Martinsburg Pike P.O. Box 2530 Winchester, VA 22603-5410	891 Autoparts Place Martinsburg, West Virginia	Master Lease Agreement	11/15/2005	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
3	KinderCare Learning Centers, Inc.	KinderCare Learning Centers, Inc. Real Estate Assets Attn: Legal Department 650 NE Holladay, Suite 1400 Portland, OR 97235	100 Saturn Parkway 371-999-G15 Spring Hill, TN 37174	Lease Agreement	10/16/2000	10/31/2009
4	Troy Technology Park South Troy Tech, LLC TTP South, L.L.C.	Troy Technology Park Attn: Legal Department 745 Barclay Cir., Suite 310 Rochester Hills, MI 48307-4586 South Troy Tech, LLC Attn: Legal Department 5700 Crooks Road Fourth Floor Troy, MI 48098 TTP South, L.L.C. Attn: Legal Department 74 E. Long Lake Road First Floor Bloomfield Hills, MI 48305	1870, 1900, 1932, 1994 Technology Drive Troy, Michigan	Master Property Lease Agreement (Troy Technology Park)	12/15/1995	10/31/2009
4A	BMW Hybrid Technology Corp.	BMW Hybrid Technology Corp. Attention: General Counsel, North America 300 Chestnut Ridge Rd Woodcliff Lake, NJ 07677-7739	1870, 1900, 1932 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	12/21/2005	10/31/2009
4B	DaimlerChrysler Corporation	Mercedes-Benz Hybrid, LLC Board Member Building 1, Room 808 Epplestrasse 225 DE Mercedes-Benz Hybrid LLC Attn: Executive Director, Hybrid Powertrain Programs 1870 Technology Dr., Cims 526-00-00 Troy, MI 48083-4232	1870, 1900, 1932 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	8/22/2005	10/31/2009
4C	LaSalle Bank National Association	LaSalle Bank National Association c/o Centerline Servicing Inc. Attn: Legal Department 5221 N. O'Connor Blvd., Suite 600 Irving, TX 75039	1870, 1900, 1932 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	7/25/2007	10/31/2009
4D	Marc Pomeroy	Marc Pomeroy c/o Troy Technology Park, North Attn: Legal Department 74 E. Long Lake Rd. Bloomfield Hills, MI 48304	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	4/26/2002	10/31/2009
4E	Skytel	Skytel Attn: Brenda Bowlin 515 E. Amite Street Jackson, MS 39201-2709	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	5/13/2002	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
4F	Skytel	Skytel Attn: Brenda Bowlin 515 E. Amite Street Jackson, MS 39201-2710	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	5/7/2002	10/31/2009
4G	Skytel	Skytel Attn: Brenda Bowlin 515 E. Amite Street Jackson, MS 39201-2711	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	4/23/2002	10/31/2009

Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
	:	
In re	:	Chapter 11 Case No.
	:	
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:	09-50026 (REG)
f/k/a General Motors Corp., <i>et al.</i>	:	
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

**EIGHTH OMNIBUS ORDER PURSUANT TO 11 U.S.C. § 365
OF THE BANKRUPTCY CODE TO REJECT CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Upon the motion, dated October 23, 2009 (the “**Motion**”)¹, of Motors Liquidation Company (f/k/a General Motors Corporation) and its affiliated debtors, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to section 365(a) of title 11, United States Code (the “**Bankruptcy Code**”), for entry of an order authorizing the Debtors to reject certain executory contracts and unexpired leases of nonresidential real property, all as more fully described in the Motion; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

ORDERED that each of the Executory Contracts listed on **Annex I** attached hereto is an executory contract capable of being rejected under section 365 of the Bankruptcy Code; and it is further

ORDERED that each of the Leases listed on **Annex I** attached hereto is an unexpired lease of nonresidential real property capable of being rejected under section 365 of the Bankruptcy Code; and it is further

ORDERED that the rejection of the Executory Contracts and the Leases, as set forth herein, (1) constitutes an exercise of sound business judgment by the Debtors, made in good faith and for legitimate commercial reasons; (2) is appropriate and necessary under the circumstances described in the Motion; and (3) is warranted and permissible under sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006; and it is further

ORDERED that pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rules 6006 and 9014, the rejection of the Executory Contracts and Leases listed on **Annex I** attached hereto and all related agreements, amendments and supplements thereto is hereby authorized and approved, effective as of rejection dates (the “**Rejection Dates**”) set forth on **Annex I**; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____, 2009
New York, New York

UNITED STATES BANKRUPTCY JUDGE

Annex I

Executory Contracts and Unexpired Leases of Nonresidential Real Property

EXECUTORY CONTRACTS						
	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
1	CIT Leasing	Atel Equipment Corp Attn: Russell H. Wilder, CLP 600 California Street 6th Floor San Francisco, CA 94108	N/A	Mobile Equipment Lease, No. 416	11/1/2001	10/31/2009
2	CIT Leasing	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	N/A	Mobile Equipment Lease, No. 487	1/1/2002	10/31/2009
3	CIT Leasing	Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48303	N/A	Mobile Equipment Lease, No. 2	7/1/2000	10/31/2009
4	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48302	N/A	Mobile Equipment Lease, No. 737	10/1/2003	10/31/2009
5	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48303	N/A	Mobile Equipment Lease, No. 298	5/1/2001	10/31/2009
6	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48304	N/A	Mobile Equipment Lease, No. 348	7/1/2001	10/31/2009
7	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48305	N/A	Mobile Equipment Lease, No. 343	7/1/2001	10/31/2009
8	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48306	N/A	Mobile Equipment Lease, No. 270	3/1/2001	10/31/2009
9	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48307	N/A	Mobile Equipment Lease, No. 708	1/1/2002	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
10	CIT Leasing	Somerset Capital Group c/o Macquarie Equipment Finance, LLC Attn: Renee Molnar 2285 Franklin Road Bloomfield Hills, MI 48308	N/A	Mobile Equipment Lease, No. 296	4/1/2001	10/31/2009
11	Connell Equipment Leasing Company	Connell Equipment Leasing, Attn: Linda Sorkin 200 Connell Dr. 4th Floor Berkely Heights, NJ 07922	N/A	Mobile Equipment Lease, No. 52	2/1/2005	10/31/2009
12	Connell Equipment Leasing Company	Connell Equipment Leasing, Attn: Linda Sorkin 200 Connell Dr. 4th Floor Berkely Heights, NJ 07923	N/A	Mobile Equipment Lease, No. 13	12/1/1999	10/31/2009
13	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive, Detroit, MI 48239-4001	N/A	Indemnification Agreement	12/13/1998	10/31/2009
14	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive, Detroit, MI 48239-4001	N/A	Sales Agreement	10/31/1988	10/31/2009
15	Detroit Diesel Corporation	Detroit Diesel Corporation Attn: Chairman of the Board 13400 West Outer Drive, Detroit, MI 48239-4001	N/A	Indemnification Agreement	10/31/1988	10/31/2009
16	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80120	N/A	Mobile Equipment Lease, No. 1232	6/1/1999	10/31/2009
17	First American Capital	Mishawaka Leasing Company Inc. Capital Preferred Yield Fund III, IV Attn: Denise Jones 7901 Southpark Plaza, Suite 204 Littleton, CO 80121	N/A	Mobile Equipment Lease, No. 1158	7/1/2008	10/31/2009
18	First American Capital	RBS Asset Finance Attn: Mike O'Grady 71 South Whacker Drive 28th Floor, Mail Stop IH2800 Chicago, IL 60680	N/A	Mobile Equipment Lease, No. 1193	8/1/1999	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
19	First American Capital	Republic Financial c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	N/A	Mobile Equipment Lease, No. 1540	2/1/2006	10/31/2009
20	First American Capital	Republic Financial c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48382	N/A	Mobile Equipment Lease, No. 1492	2/1/2000	10/31/2009
21	First American Capital	Republic Financial c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48383	N/A	Mobile Equipment Lease, No. 842	8/1/1998	10/31/2009
22	First American Capital	Summit Funding Group Attn: Carl Zwilling One Northlake Place 11500 Northlake Dr., Suite 300 Cincinnati, OH 45249	N/A	Mobile Equipment Lease, No. SPO 199	12/1/1999	10/31/2009
23	First American Capital	Summit Funding Group Attn: Carl Zwilling One Northlake Place 11500 Northlake Dr., Suite 300 Cincinnati, OH 45250	N/A	Mobile Equipment Lease, No. 1445	11/1/1999	10/31/2009
24	First American Capital	Wells Fargo Equipment Finance Inc. c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48381	N/A	Mobile Equipment Lease, No. 1367	9/1/1999	10/31/2009
25	First American Capital	Wells Fargo Equipment Finance Inc. c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48382	N/A	Mobile Equipment Lease, No. 1613	4/1/2000	10/31/2009
26	First American Capital	Wells Fargo Equipment Finance Inc. c/o C4 Capital Attn: Patrick M. Curran 2557 Our Land Acres Milford, MI 48383	N/A	Mobile Equipment Lease, No. 1412	4/1/2000	10/31/2009
27	Linden Development Company LLC	Linden Development Company LLC Attn: Legal Department 5600 Blazer Parkway, Suite 100 Dublin, OH 43017	N/A	Purchase and Sale Agreement	12/19/2007	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
28	Pacific Rim Capital, INC	Pacific Rim Capital Inc. Attn: Marc Mills 15 Enterprise, Suite 400 Aliso Viejo, CA 92656	N/A	Mobile Equipment Lease, No. 143	4/1/2004	10/31/2009
29	Pacific Rim Capital, INC	Relational Technology Solutions Attn: Renee Rogers 3701 Algonquin Road, Suite 600 Rolling Meadows, IL 60008	N/A	Mobile Equipment Lease, No. 89	11/1/2003	10/31/2009
30	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06901	N/A	Mobile Equipment Lease, No. 571	8/1/2002	10/31/2009
31	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06902	N/A	Mobile Equipment Lease, No. 661	11/1/2002	10/31/2009
32	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06903	N/A	Mobile Equipment Lease, No. 554	6/1/2002	10/31/2009
33	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06904	N/A	Mobile Equipment Lease, No. 620	10/1/2002	10/31/2009
34	SCG Capital	SCG Capital Leasing, LLC Attn: Linda Gargano 74 West Park Place Stamford, CT 06905	N/A	Mobile Equipment Lease, No. 411	6/1/2002	10/31/2009

LEASES

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
1	Berkeley Business Park Associates II, L.C.	Berkeley Business Park Associates II, L.C. Attn: Legal Department 1057 Martinsburg Pike P.O. Box 2530 Winchester, VA 22603-5409	891 Autoparts Place Martinsburg, West Virginia	Restated Memorandum of Lease	11/15/2005	10/31/2009
2	Berkeley Business Park Associates II, L.C.	Berkeley Business Park Associates II, L.C. Attn: Legal Department 1057 Martinsburg Pike P.O. Box 2530 Winchester, VA 22603-5410	891 Autoparts Place Martinsburg, West Virginia	Master Lease Agreement	11/15/2005	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
3	KinderCare Learning Centers, Inc.	KinderCare Learning Centers, Inc. Real Estate Assets Attn: Legal Department 650 NE Holladay, Suite 1400 Portland, OR 97235	100 Saturn Parkway 371-999-G15 Spring Hill, TN 37174	Lease Agreement	10/16/2000	10/31/2009
4	Troy Technology Park South Troy Tech, LLC TTP South, L.L.C.	Troy Technology Park Attn: Legal Department 745 Barclay Cir., Suite 310 Rochester Hills, MI 48307-4586 South Troy Tech, LLC Attn: Legal Department 5700 Crooks Road Fourth Floor Troy, MI 48098 TTP South, L.L.C. Attn: Legal Department 74 E. Long Lake Road First Floor Bloomfield Hills, MI 48305	1870, 1900, 1932, 1994 Technology Drive Troy, Michigan	Master Property Lease Agreement (Troy Technology Park)	12/15/1995	10/31/2009
4A	BMW Hybrid Technology Corp.	BMW Hybrid Technology Corp. Attention: General Counsel, North America 300 Chestnut Ridge Rd Woodcliff Lake, NJ 07677-7739	1870, 1900, 1932 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	12/21/2005	10/31/2009
4B	DaimlerChrysler Corporation	Mercedes-Benz Hybrid, LLC Board Member Building 1, Room 808 Epplestrasse 225 DE Mercedes-Benz Hybrid LLC Attn: Executive Director, Hybrid Powertrain Programs 1870 Technology Dr., Cims 526-00-00 Troy, MI 48083-4232	1870, 1900, 1932 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	8/22/2005	10/31/2009
4C	LaSalle Bank National Association	LaSalle Bank National Association c/o Centerline Servicing Inc. Attn: Legal Department 5221 N. O'Connor Blvd., Suite 600 Irving, TX 75039	1870, 1900, 1932 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	7/25/2007	10/31/2009
4D	Marc Pomeroy	Marc Pomeroy c/o Troy Technology Park, North Attn: Legal Department 74 E. Long Lake Rd. Bloomfield Hills, MI 48304	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	4/26/2002	10/31/2009
4E	Skytel	Skytel Attn: Brenda Bowlin 515 E. Amite Street Jackson, MS 39201-2709	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	5/13/2002	10/31/2009

	Contract Counterparty	Counterparty Address	Property Address	Contract Description	Contract Date	Rejection Date
4F	Skytel	Skytel Attn: Brenda Bowlin 515 E. Amite Street Jackson, MS 39201-2710	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	5/7/2002	10/31/2009
4G	Skytel	Skytel Attn: Brenda Bowlin 515 E. Amite Street Jackson, MS 39201-2711	1994 Technology Drive Troy, Michigan	Sublease Agreement (Troy Technology Park)	4/23/2002	10/31/2009